

Authorized by the U.S. District Court for the Central District of California

If You Own or Lease or Previously Owned or Leased Certain Mazda Vehicles, You Could Get Benefits from a Class Action Settlement.

Para ver este aviso en español, visita www.MazdaFuelPumpsSettlement.com

- There is a proposed settlement that has been preliminarily approved by the Court in a class action lawsuit against Mazda Motor of America, Inc., and Denso International America, Inc., concerning certain Mazda vehicles equipped with certain Denso fuel pumps. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed), purchase(d) or lease(d) certain Mazda vehicles (“Covered Vehicles”) which are equipped with certain fuel pumps manufactured by Denso International America, Inc. and its affiliates. **The settlement website contains a VIN lookup tool to determine if your vehicle is part of the Class.**
- The Settlement offers several benefits, depending on the vehicle, including a Customer Support Program providing prospective coverage of 15 years, measured from the Date of First Use, for any repairs to correct defects in the fuel pumps, or an Extended New Parts Warranty of 15 years, measured from the replacement date, and up to 150,000 miles, whichever comes first, for recalled vehicles. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing fuel pump repairs; reimbursement of certain out of pocket expenses; a reconsideration procedure; and settlement oversight by a Settlement Special Master. These benefits are described in more detail below, in the Settlement Agreement, and the settlement website, www.MazdaFuelPumpsSettlement.com.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, www.MazdaFuelPumpsSettlement.com, because it will be updated with additional information from time to time.

YOUR RIGHTS AND CHOICES

<i>YOU MAY:</i>		<i>DATE</i>
SEEK COVERAGE UNDER THE CUSTOMER SUPPORT PROGRAM FOR THE ORIGINAL EQUIPMENT LOW PRESSURE FUEL PUMP FOR ADDITIONAL VEHICLES	<p>You may have your Additional Vehicles inspected and, if necessary, repaired by an authorized Mazda Dealer at no cost to you.</p> <p>The “Additional Vehicles” are certain Mazda vehicles, equipped with a Denso low-pressure fuel pump but were not included in Mazda’s Recall.</p> <p>The Additional Vehicles include certain 2017-2019 MX-5, 2017-2019 CX-9, 2018-2021 Mazda3, 2017-2019 Mazda6, 2018-2019 CX-3, 2017-2019 CX-5, 2018-2020</p>	<p><i>You do not need to do anything to seek coverage for your Additional Vehicle under the Customer Support Program. If you do not exclude yourself from the settlement, and the settlement is finally approved, you will automatically be able to participate in the Customer Support Program.¹</i></p> <p><i>The duration of prospective coverage for the fuel pump unit will begin no later than 30 days following the Final Effective Date and run for 15 years measured from the Date of First Use, which is the date the vehicle was originally sold or leased by a Mazda Dealer.</i></p>

¹ Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

	Mazda2, and 2020 CX-30, as further described in Appendix A.	
BENEFIT FROM THE EXTENDED NEW PARTS WARRANTY	<p>Mazda shall extend the new parts warranty coverage for the fuel pump kit replaced (“replacement fuel pump kit”) on the Recalled Vehicles pursuant to the Recall.</p> <p>The Recalled Vehicles are certain Mazda Vehicles, equipped with a Denso low-pressure fuel pump and were included in Mazda’s Recall.</p> <p>The Recalled Vehicles include certain 2018 Mazda6, 2019 CX-3, 2018-2019 MX-5, 2019-2019 CX-5, 2018-2019 CX-9, 2018 Mazda3, and 2019-2020 Mazda2 vehicle, as further described in Appendix B.</p>	<p><i>You do not need to do anything to seek coverage under the Extended New Parts Warranty. If you do not exclude yourself from the settlement, and the settlement is finally approved, the new parts warranty coverage will be extended for 15 years, measured from replacement date, and up to 150,000 miles, whichever comes first.</i></p>
SEEK COVERAGE UNDER THE LOANER/TOWING PROGRAM	<p>If you own or lease a Covered Vehicle that is having its Fuel Pump replaced pursuant to the Extended New Parts Warranty or the Customer Support Program, you shall be entitled to receive a complimentary loaner or rental vehicle upon reasonable notice to a Mazda dealer, and/or a complimentary tow to the nearest Mazda dealer upon reasonable notice, if the vehicle is inoperable or exhibiting a dangerous condition. You may keep the Loaner Vehicle for up to 24 hours after you drop off your vehicle for repair, or after you are informed by a Mazda Dealer that your vehicle is repaired, whichever is later. If you have a demonstrated need for a Loaner Vehicle similar to your Covered Vehicle, Mazda, through its dealers, will use good faith efforts to satisfy the request.</p> <p>Details are provided in Section C.8. below.</p>	<p><i>The duration of the Loaner/Towing Program will last during the duration of the Customer Support Program and/or the Extended New Parts Warranty.</i></p>
FILE A CLAIM TO SEEK REIMBURSEMENT	<p>You may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the entry of</p>	<p><i>April 13, 2025</i></p> <p><i>The deadline to submit Claim Forms is ninety (90) days after the Court issues the Final Order and Final Judgment, which will</i></p>

**QUESTIONS? CALL TOLL FREE 1-888-825-1230 OR VISIT
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	<p>the Preliminary Approval Order; or (b) incurred after the entry of the Preliminary Approval Order and before the Final Effective Date. For out-of-pocket expenses incurred after the entry of the Preliminary Approval Order and before the Final Effective Date, you must provide proof that you were denied coverage by a Mazda dealer prior to incurring the cost.</p> <p>This is the only way that you can get reimbursed.</p>	<p><i>occur, if approved, after the Fairness Hearing.²</i></p> <p><i>Please check the Settlement Website regularly for updates.</i></p>
EXCLUDE YOURSELF	<p>Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but this is the only option that allows you to keep your right to sue Defendants about the issues in your own lawsuit.</p>	<p><i>December 16, 2024</i></p>
OBJECT	<p>Write to the Court about why you do not like the proposed settlement.</p>	<p><i>December 16, 2024</i></p>
APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING	<p>You are not required to appear in the lawsuit in order to participate in the proposed settlement, but you may appear on your own or through your own lawyer, at your expense, in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.</p>	<p><i>January 17, 2025 at 10:30 a.m. Pacific Time</i></p>
DO NOTHING	<p>You will be included in the Class but may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendants about the issues in the lawsuit.</p>	

Your legal rights may be affected even if you do not act.

² Vehicles where the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

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Please read this Notice carefully.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *Vance v. Mazda Motor of America, Inc., et al.*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.). The defendants are Mazda Motor of America, Inc. (“Mazda”) and Denso International America, Inc. (“Denso”) (collectively, “Defendants”). This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator, identified below.

2. What is the lawsuit about?

The class action lawsuit claims that the fuel tanks in certain Mazda vehicles are equipped with defective Denso-manufactured fuel pumps. The lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting **www.MazdaFuelPumpsSettlement.com**. Mazda and Denso deny that they have violated any law and deny that they engaged in any wrongdoing. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from the Covered Vehicles.

On November 16, 2021, Plaintiffs Townsend Vance and Zachary Haines filed a class action complaint in the United States District Court for the Central District of California, *Townsend Vance, et al. v. Mazda Motor of America, Inc., et al.*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.), asserting claims related to Mazda’s November 12, 2021 recall report (the “Recall Report”) to NHTSA voluntarily recalling nearly 121,000 Mazda vehicles manufactured between April 6, 2018 and January 13, 2020 with low-pressure Denso fuel pumps the “Recall”). The Recall Report states:

The impeller in some low-pressure fuel pumps may become deformed under certain conditions, which could cause fuel pump failure. Fuel pump failure may result in engine no start and/or vehicle stall while driving at low speed and, in rare instances, a vehicle stall could occur while driving at higher speeds, increasing the risk of a crash. Subject impellers were manufactured with inadequate material which may lead to surface cracking under certain conditions, resulting in impeller deformation. The impeller may deform to the point where it interferes with the fuel pump body causing

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fuel pump failure. Drivers may notice this defect by a check engine light, and/or rough engine operation.

Plaintiffs asserted claims on behalf of a statewide classes for: (1) violations of Alabama’s Deceptive Trade Practices Act § 8-19-1 et seq., California’s Consumer Legal Remedies Act § 1750 et seq., California’s Song-Beverly Consumer Warranty Act § 1790 et seq., California’s False Advertising Law § 17500 et seq., California’s Unfair Competition Law § 17200 et seq.; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; (5) unjust enrichment; (6) fraudulent omission; (7) strict product liability; and, on behalf of a nationwide class, (8) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.; (9) breach of express warranty; (10) breach of implied warranty; and (11) fraudulent omission/concealment. Plaintiffs also alleged that the Recall was deficient because additional Mazda vehicles shared the same fuel pump that gave rise to the Recall.

On November 23, 2021, Plaintiffs filed a first amended class action complaint (“FAC”) alleging refined allegations regarding the Fuel Pump issue and countermeasure and adding FCA US, LLC (“FCA”) as a Defendant. The first amended complaint asserted 16 claims against Mazda, 7 claims against Denso, and 6 claims against FCA.

On December 15, 2021, Plaintiffs and Defendants filed a joint stipulation to extend Defendants’ time to respond to the first amended complaint, and, on December 23, 2021, the Parties filed a stipulation to extend the time for Plaintiffs to file a second amended class action complaint (“SAC”). On December 27, 2021, the Court granted the Parties’ stipulation to extend the time to file the SAC and entered a briefing schedule.

On January 19, 2022, Plaintiffs filed the SAC, further refining their allegations. The Class Action Complaint is brought by 2 named Plaintiffs on behalf of a nationwide class and individual state classes for California and Alabama. There are 17 causes of action.

On March 16, 2022, Mazda and Denso moved to dismiss all seventeen causes of action for violation of state consumer protection statutes and warranty laws, common law fraud, strict liability, negligent recall, and violation of the Magnuson-Moss Warranty Act. Plaintiffs served their opposition on April 20, 2022, responding to Mazda and Denso’s arguments. Mazda and Denso filed their replies on May 13, 2022. On May 19, 2022 and July 6, 2022, Plaintiffs voluntarily dismissed their claims against Mazda Motor Corporation and FCA US LLC, respectively.

On the same day, the Court issued an order for Plaintiffs to show cause regarding lack of prosecution of Mazda Motor Corporation and Denso Corporation. On March 22, 2022, Plaintiffs voluntarily dismissed Denso Corporation after negotiating a tolling agreement to avoid timely and costly service under the Hague Convention, and filed their response to the order to show cause requesting an additional thirty days to negotiate a tolling agreement with Mazda.

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On April 20, 2022, Plaintiffs filed their oppositions to Defendants' motions to dismiss and motion to strike nationwide class allegations, and, on May 13, 2022, Defendants filed their reply memoranda.

On May 19, 2022 and July 6, 2022, Plaintiffs voluntarily dismissed their claims against Mazda Motor Corporation and FCA US LLC, respectively.

Between July 7, 2022 and December 2, 2022, the Parties filed stipulations to continue the hearings on the motions to dismiss and motion to strike in an effort to narrow the issues and explore settlement.

On March 31, 2023, the Court denied Defendants' motions to dismiss and motion to strike without prejudice and with leave to refile if the Parties were unable to reach settlement.

Between March 2023 and December 2023, Mazda produced confirmatory discovery in the aid of negotiations, and Plaintiffs' independent automotive expert sourced and inspected over 350 Denso Fuel Pumps, and analyzed their operation, specifications, and the density of their impellers. As part of confirmatory discovery, Defendants produced and Plaintiffs analyzed over 6,609 pages of documents related to the design and operation of the subject fuel pumps, warranty data, failure modes attributed to the subject fuel pumps, the Defendants' investigation into the defect, the Recall, and the defect countermeasure development and implementation. The Parties exchanged multiple rounds of correspondence regarding complex warranty data and failure analysis which helped to inform the scope of settlement. The Parties engaged in numerous in-person, Zoom and telephonic conferences and ultimately were successful in reaching an agreement on the substantive terms of this Settlement.

On January 18, 2024, the Parties jointly informed the Court that they reached a class settlement, were in the process of documenting the settlement, and that Plaintiffs were hopeful to file a motion for preliminary approval by February 29, 2024. ECF Doc. 122. The Court ordered that should Plaintiffs not file a motion for preliminary approval by February 29, the Parties were to file a joint status report advising the Court of their progress. ECF Doc. 123.

On February 29, 2024, the Parties filed a joint status report advising the Court that, inter alia, the Parties had retained a Settlement Administrator, were diligently working to finalize the critical exhibits to the Settlement Agreement, and mediate attorney's fees and expenses, but required additional time. ECF Doc. 124. On March 1, 2024, the Court issued its Order directing Plaintiffs to file their motion for preliminary approval by April 19, 2024. ECF Doc. 126.

On March 8, 2024, the Parties jointly moved the Court to appoint Patrick A. Juneau as Settlement Special Master. ECF Doc. 127. The Court granted the motion and entered an order appointing Patrick A. Juneau as Settlement Special Master on March 11, 2024. ECF Doc. 128. The Parties had numerous communications with the Settlement Special Master, including an in-person mediation, regarding the negotiations, terms, timing, and other issues related to the Settlement.

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On April 18, 2024, the Parties filed a stipulation to extend the deadline to file the motion for preliminary approval to May 3, 2024. ECF Doc. 129. The next day, the Court issued an order granting the stipulated extension. ECF Doc. 130.

3. What vehicles are included in the settlement?

Various Mazda vehicles which were equipped with certain Denso fuel pumps (called the “Covered Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included in the settlement.

4. Why is this a class action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Mazda and Denso from liability. The settlement does not mean that Mazda and Denso broke any laws or did anything wrong, and the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them called Class Counsel believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person, entity or organization who, at any time as of the entry of the Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered Vehicles distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. This is called the “Class.”

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Excluded from the Class are: (a) Mazda, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Mazda Dealers and Mazda Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case.

In order to determine if you are a part of the Settlement, you can look up your vehicle's VIN on the Settlement Website, www.MazdaFuelPumpsSettlement.com. Vehicles where the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

7. I'm still not sure if I'm included in the settlement.

If you are still not sure whether you are included in the Class, you may call **1-888-825-1230** or go to **www.MazdaFuelPumpsSettlement.com**, which contains a VIN lookup tool to determine if your vehicle is part of the Class.

If you believe that you are a Class Member, but you did not previously receive a Direct Mail Notice, you may contact the Settlement Administrator or Class Counsel. You will need to provide necessary documentation for the Settlement Administrator to confirm that you are a Class Member eligible for the relief provided in the Settlement Agreement.

Please do not contact the Court. All questions should be directed to the Settlement Administrator at the number above.

C. THE SETTLEMENT BENEFITS —WHAT YOU GET AND HOW TO GET IT

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement. No benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires or any appeals are resolved in favor of the settlement. After the issuance of the Preliminary Approval Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program in advance of the occurrence of the Final Effective Date. We do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please

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check www.MazdaFuelPumpsSettlement.com regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form for reimbursement of eligible out-of-pocket expenses. If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue Mazda and Denso about the issues in the lawsuit.

To determine whether your vehicle is an Additional Vehicle or a Recalled Vehicle, including the specific definitions for each of those terms, please see Appendix A and B respectively, at the end of this Long Form Notice.

a. Additional Vehicles: Customer Support Program

If the settlement is finally approved, for Class Members who still own or lease their Additional Vehicles, the Customer Support Program will be implemented.

Mazda will offer the Customer Support Program (“CSP”) to all Class Members who, as of the Final Effective Date, own or lease Additional Vehicles. A Class Member’s rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of the CSP will begin no later than 30 days after the Final Effective Date. Coverage under the CSP for the original parts will continue for 15 years, measured from the Date of First Use, which is the date the vehicle was originally sold or leased from the Mazda Dealer.

Additional Vehicles: Loaner/Towing Program - Without cost to and upon request from Class Members who own or lease Additional Vehicles whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be provided with the same loaner or rental vehicles and/or towing options provided to the owners or lessees of the Recalled Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle different than what is available under the Recall(s), Mazda, through its dealers, will use good faith efforts to satisfy the request. A Loaner Vehicle will be provided at the time a Class Member drops off her Additional Vehicle for repair or replacement under the CSP. Class Members may return the Loaner Vehicle up to 24 hours after the time they drop off their Additional Vehicle at the Mazda Dealer, or 24 hours after they are informed by the Mazda Dealer that the repair on their Additional Vehicle has been completed, whichever is later. If the Additional Vehicle is inoperable or is exhibiting a dangerous condition, a complimentary tow to a Mazda Dealer upon reasonable notice. The Class Member may contact a Mazda Dealer to arrange for towing to the nearest Mazda Dealer.

In the event that any of the Additional Vehicles becomes the subject of a future or expanded recall for the same or similar impeller issues in a low-pressure fuel pump, those Additional Vehicles will then be entitled to the same relief provided to Recalled Vehicles, as discussed in the next paragraph, such that Class Members with recalled Additional Vehicles shall receive no less relief than provided under

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the Settlement Agreement. Class Members who currently own or lease, or previously owned or leased, Additional Vehicles may also be eligible to seek reimbursement of covered expenses under the Out-of-Pocket Claims Process, which is described in Section C.8.c, below.

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps, pursuant to Section C.8.a. or C.8.b. of this Long Form Notice, the Class Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Mazda Dealer for an independent determination. If the second Mazda Dealer determines that the Covered Vehicle qualifies for a repair and/or replacement of the fuel pump kit, the Class Member shall be provided those benefits as provided in this Agreement. If the second Mazda Dealer denies coverage of a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle for repairs (including parts and labor), the Class Member may notify the Settlement Administrator, and the provisions of Section III.D. shall be followed.

During the twelve (12) months after the Final Effective Date, the Settlement Administrator, with cooperation of Mazda's Counsel and Denso's Counsel, shall provide quarterly reports to Class Counsel and Settlement Special Master concerning the implementation of and Class Member participation in the Customer Support Program.

b. Recalled Vehicles: Extended New Parts Warranty

Mazda shall extend the new parts warranty coverage for the fuel pump kit replaced ("replacement fuel pump kit") on the Recalled Vehicles. The extended warranty will last for 15 years, measured from the replacement date, and up to 150,000 miles, whichever comes first.

Recalled Vehicles: Loaner/Towing Program - Without cost to and upon request from Class Members who own or lease Recalled Vehicles whose fuel pumps are being replaced pursuant to the Extended Warranty shall be provided with the same loaner or rental vehicles and/or towing options provided to the Recalled Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Recalled Vehicle, Mazda, through its dealers, shall use good faith efforts to satisfy the request. A Loaner Vehicle will be provided at the time a Class Member drops off her Recalled Vehicle for repair or replacement under the Extended New Parts Warranty. Class Members may return the Loaner Vehicle up to 24 hours after the time they drop off their Recalled Vehicle at the Mazda Dealer, or 24 hours after they are informed by the Mazda Dealer that the repair on their Recalled Vehicle has been completed, whichever is later. If the Recalled Vehicle is inoperable or is exhibiting a dangerous condition, a complimentary tow to a Mazda Dealer upon reasonable notice. The Class Member may contact a Mazda Dealer to arrange for towing to the nearest Mazda Dealer.

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps, pursuant to Section C.8.a. or C.8.b. of this Long Form Notice, the Class Member and/or subsequent

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purchaser/lessee may take the Covered Vehicle to a second Mazda Dealer for an independent determination. If the second Mazda Dealer determines that the Covered Vehicle qualifies for a repair and/or replacement of the fuel pump kit, the Class Member shall be provided those benefits as provided in this Agreement. If the second Mazda Dealer denies coverage of a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle for repairs (including parts and labor), the Class Member may notify the Settlement Administrator, and the provisions of Section III.D. shall be followed.

c. Out-of-Pocket Claim Process

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, you can ask to be reimbursed if you previously paid for expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the entry of the Preliminary Approval Order; or (b) incurred after the entry of the Preliminary Approval Order and before the Final Effective Date. For costs that were incurred after the entry of the Preliminary Approval Order and before the Final Effective Date, the Class Member must provide proof that they were denied coverage by the Mazda dealer prior to incurring the cost.

To be eligible for reimbursement, you must submit a Claim Form and the expenses must have been incurred prior to **February 16, 2025**. The Claim Form is available on the Settlement website www.MazdaFuelPumpsSettlement.com. You must submit your Claim Form and any supporting documentation, if available, for prior paid repair expenses for a covered condition to the Settlement administrator. The deadline to submit Claim Forms is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.

The Settlement Administrator will determine whether Claim Forms are complete and timely. If accepted for payment, the Settlement Administrator shall pay the Claim of the Class Member and shall use reasonable efforts to pay timely, valid, and approved Claims within sixty (60) days after the approval of the Claim.

If your Claim is deficient, the Settlement Administrator will mail you a letter requesting that you complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days. If you fail to respond or provide the requested documentation or information, your Claim will be denied. If you provide the requested documentation and/or information and resubmit the Claim Form within sixty (60) days, the Settlement Administrator shall use reasonable efforts to complete their review of the resubmitted Claim Form within sixty (60) days. If accepted for payment, the Settlement Administrator shall pay the Claim in the next distribution of checks.

If the Claim is rejected for payment, in whole or in part, the Settlement Administrator shall notify Class Counsel, Mazda's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. Class Counsel, Mazda's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Class Counsel, Mazda's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Mazda's Counsel and/or Denso's Counsel shall inform the Settlement

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Administrator of the joint recommendation. The Settlement Administrator shall then pay any approved portions of the Claims in the next distribution of checks for allowed Claims. If Class Counsel, Mazda's Counsel, and Denso's Counsel disagree on the Settlement Administrator's initial determination, they shall so notify the Settlement Administrator and Settlement Special Master, with explanation, and the Settlement Special Master shall make a final determination as to whether the Claim shall be paid. If the Settlement Special Master determines that a Claim is rejected in full or in part, the Settlement Special Master shall so inform the Settlement Administrator who shall mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided. If the Settlement Special Master determines a Claim should be allowed, in full or in part, the Settlement Special Master shall so inform the Settlement Administrator who shall then pay the Claim in the next distribution of checks.

9. How do I dispute the refusal of a benefit under the Settlement Agreement?

In the event there remains a dispute by a Class Member relating to entitlement to any benefit under the Customer Support Program, the Loaner/Towing Program, and/or the Extended New Parts Warranty that is not resolved after exhausting all other means of resolution available under this Settlement, the Settlement Administrator shall provide a written notice of same, together with all necessary documentation, to Class Counsel, Mazda's Counsel and Denso's Counsel within fifteen (15) days of the final act constituting the denial of the benefit. Class Counsel, Mazda's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Administrator or separately relay their positions concerning the dispute to the Settlement Administrator within thirty (30) days. The Settlement Special Master shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties and the Settlement Administrator, within thirty (30) days. Mazda's Counsel, Denso's Counsel, and/or the Settlement Administrator shall implement the Settlement Special Master's determination within thirty (30) days.

If a Class Member's timely and valid Claim is rejected for payment, in whole or in part, pursuant to Section III.C of this Settlement, the Settlement Administrator shall notify Class Counsel, Mazda's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. Class Counsel, Mazda's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims.

If Class Counsel, Mazda's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Mazda's Counsel and/or Denso's Counsel shall inform the Settlement Administrator of the joint recommendation. The Settlement Administrator shall then pay any approved portions of the Claims in the next distribution of checks for allowed Claims.

If Class Counsel, Mazda's Counsel, and Denso's Counsel disagree on the Settlement Administrator's initial determination, they shall so notify the Settlement Administrator and Settlement Special Master, with explanation, and the Settlement Special Master shall make a final determination as to whether the Claim shall be paid. If the Settlement Special Master determines a Claim should be rejected in full

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or in part, the Settlement Special Master shall so inform the Settlement Administrator who shall mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided. If the Settlement Special Master determines a Claim should be allowed, in full or in part, the Settlement Special Master shall so inform the Settlement Administrator who shall then pay the Claim in the next distribution of checks.

10. What am I giving up in exchange for the settlement benefits?

If the Settlement becomes final, Class Members who do not exclude themselves from the Class will release Mazda and Denso from liability and will not be able to sue Mazda and Denso about the issues in the lawsuit, but will not be releasing any claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in Appendix C to this Notice. The Settlement Agreement is available at www.MazdaFuelPumpsSettlement.com. You can talk to one of the lawyers listed in Question 14 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

11. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you do not get settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Mazda and Denso in the future about the issues in the lawsuit.

12. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Mazda and Denso for the claims resolved by this settlement. If you do not exclude yourself and the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Mazda and Denso about the issues in the lawsuit.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a request saying that you want to be excluded from the settlement. **In your letter, you must include: (a) a heading which refers to the**

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lawsuit, *Vance, et al. v. Mazda Motor of America, Inc., et al.*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.); (b) the excluding Class Member’s full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s); (d) a request that the Class Member wants to be excluded from the Class; and (e) the excluding Class Member’s dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient). You can’t ask to be excluded over the phone. You **must** either (a) electronically submit your exclusion request on the settlement website no later than **December 16, 2024**, or (b) mail your letter with your exclusion request postmarked no later than **December 16, 2024** to:

Mazda Fuel Pumps Settlement
 c/o JND Legal Administration
 PO Box 91423
 Seattle, WA 98111

Your letter with your exclusion request must be electronically submitted or postmarked no later than **December 16, 2024** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check www.MazdaFuelPumpsSettlement.com regularly for updates regarding the settlement.

E. THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Class Counsel”: W. Daniel “Dee” Miles III and Timothy G. Blood of Blood Hurst & O’Reardon LLP are Class Counsel. Their contact information is as follows:

W. Daniel “Dee” Miles III Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 E-mail: Dee.Miles@BeasleyAllen.com	Timothy G. Blood Blood Hurst & O’Reardon LLP 501 West Broadway, Suite 1490 San Diego, CA 92101 Tel: (619) 338-1100 E-mail: tblood@bholaw.com
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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

15. How will the lawyers be paid?

At the conclusion of the Parties reaching agreement on the substantive material terms of this

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Settlement, the Parties mediated the issue of reasonable attorneys' fees, costs, and individual Class Representative service awards, with the assistance of Settlement Special Master Patrick A. Juneau on April 11, 2024. To date, the Parties have not reached any agreement on attorneys' fees, costs, and Class Representative service awards.

As such, Class Counsel will make an application for an award of attorneys' fees in an amount not to exceed Fifteen Million Dollars (\$15,000,000). Class Counsel will make an application for reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket expenses in an amount not to exceed Two Hundred Thousand Dollars (\$200,000). While Defendants have agreed to pay Class Counsel fees and costs reasonably incurred, they reserve the right to oppose the fees and costs application in terms of the amount sought.

Class Counsel will also ask the Court to award Class Representative service awards in an amount not to exceed Five Thousand Dollars (\$5,000) each, for the time and effort spent representing Class Members. As with the fees application, Defendants agree to pay a reasonable award to the individual named Plaintiffs/Class Representatives, but reserve the right to oppose the request in terms of the amount sought.

The Court must approve the request for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards. Class Counsel will file the motion for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the settlement website. **The amounts awarded by the Court will be paid by Defendants in addition to all other settlement benefits. Under no circumstances will Defendants' payment of Attorneys' Fees, Costs and Expenses and Class Representative service awards reduce your settlement benefits.**

F. OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. You can also object to the request for attorneys' fees, costs and expenses and the request for Class Representative service awards. To object, you must file electronically or mail to the Clerk of the Court a written objection **signed by you** saying that you object to the settlement in *Vance, et al. v. Mazda Motor of America, Inc., et al.*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.), to the Clerk of Court (identified below) so that it is received or filed no later than **December 16, 2024** and copies must be mailed to the attorneys listed in the section below.

In your objection, you, as the objector, must include: (a) a heading which refers to the lawsuit, *Vance, et al. v. Mazda Motor of America, Inc., et al.*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.); (b) the objector's full name, current residential address, mailing address (if different), telephone number, and

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email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member; (d) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses; (g) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (i) if the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; (j) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (k) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (l) the objector's original signature and date of signature, both of which must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

If not electronically filed, objections must be mailed to:

Clerk of Court
United States District Court
Central District of California
411 West 4th Street
Santa Ana, California 92701-4516.
Re: *Vance*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.)

With copies mailed to:

Robert Wise
Nelson Mullins Riley & Scarborough LLP
1021 East Cary Street
Suite 2120
Richmond, Virginia 23219

Daniel R.W. Rustmann
BUTZEL LONG, P.C.

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150 W. Jefferson, Suite 100
Detroit, MI 48226

W. Daniel “Dee” Miles III
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104

17. What is the difference between objecting and excluding?

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement, the requested fees, costs and expenses, and/or Class Representative service awards. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Mazda or Denso over the issues in the lawsuit.

G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement. If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

18. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Fairness Hearing at **10:30 a.m. Pacific Time on January 17, 2025**, at the United States District Courthouse, Central District of California, 411 West 4th Street, Santa Ana, California 92701-4516. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys’ fees, costs and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*see* Question 20 below). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the settlement website periodically for further updates.

19. Do I have to come to the hearing?

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No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*see* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

20. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in “*Vance, et al. v. Mazda Motor of America, Inc., et al.*,” to the Clerk of Court so that it is received and filed no later than **December 16, 2024**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **10:30 a.m. Pacific Time on January 17, 2025**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the settlement at **www.MazdaFuelPumpsSettlement.com**. You can also call the toll-free number, 1-888-825-1230 or write the Settlement Administrator at Mazda Fuel Pumps Settlement, c/o JND Legal Administration, PO Box 91423, Seattle, WA 98111.

22. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the settlement website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator.

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Appendix A – Exhibit 1 from the Settlement Agreement – Additional Vehicles

“Additional Vehicles” means those vehicles that are equipped with Denso low-pressure fuel pumps that are identified in the chart below:

Make	Model Years	Model	Production Period(s)
Mazda	2017-2019	MX-5	June 19, 2017 – July 31, 2019
Mazda	2017-2019	CX-9	June 19, 2017 – August 8, 2019
Mazda	2018-2021	Mazda3	June 19, 2017 – October 22, 2018; October 12, 2017 – December 20, 2018; January 15, 2019 – August 24, 2020
Mazda	2017-2019	Mazda6	June 19, 2017 – August 3, 2019
Mazda	2018-2019	CX-3	June 19, 2017 – August 10, 2019
Mazda	2017-2019	CX-5	June 19, 2017 – August 2, 2019
Mazda	2018-2020	Mazda2	October 4, 2017 – July 4, 2018
Mazda	2020	CX-30	September 26, 2019 – January 22, 2020

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Appendix B – Exhibit 2 from the Settlement Agreement – Recalled Vehicles

“Recalled Vehicles” means those vehicles that were identified as part of the Recall³, all of which are equipped with Denso low-pressure fuel pumps that are listed in the chart below:

Make	Model Years	Model	Production Dates
Mazda	2018	Mazda6	April 6, 2018 –October 24, 2018
Mazda	2019	CX-3	April 10, 2018 –November 6, 2018
Mazda	2018-2019	MX-5	April 5, 2018 –October 29, 2018
Mazda	2018-2019	CX-5	April 3, 2018 –October 27, 2018
Mazda	2018-2019	CX-9	April 16, 2018 – October 17, 2018
Mazda	2018	Mazda3	May 7, 2018 –October 1, 2018
Mazda	2019-2020	Mazda2	November 1, 2018 –January 13, 2020

³ “Recall(s)” means Mazda’s recall of the Recalled Vehicles, namely, Mazda’s Recall 5321K, NHTSA Campaign Number 21V-875, submitted to NHTSA on or about November 12, 2021, the amendments submitted for Recall 21V-875 on or about July 21, 2022, as identified in Exhibit 2 (above), and any expansions related thereto prior to Preliminary Approval.

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Appendix C – Section VII from the Settlement Agreement – Release and Waiver

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles' Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims

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presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE and that, IF KNOWN BY HIM OR HER would HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

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K. In consideration for the Settlement Agreement, Mazda and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Judgment and Final Order entered by the Court.

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